

**Settlement Agreement – Exhibit D**

**FORM OF JOINDER FOR KANSAS AND MISSOURI FOUNDATIONS**

**JOINDER  
to  
ASSET PURCHASE AGREEMENT**

**THIS JOINDER** (this “**Joinder**”) is executed as of \_\_\_\_\_, 2003 by \_\_\_\_\_, a \_\_\_\_\_ (the “**Kansas Transferee**”) and \_\_\_\_\_, a \_\_\_\_\_ (the “**Missouri Transferee**”; and, together with the Kansas Transferee, the “**Transferees**”).

**RECITALS**

**WHEREAS**, Health Midwest, a Missouri nonprofit public benefit corporation (“**Seller**”), now known as Community Health Group (“**CHG**”), HM Acquisition, LLC, a Missouri limited liability company (“**Buyer**”), and HCA Inc., a Delaware corporation, as guarantor of certain obligations of Buyer, are parties to that certain Asset Purchase Agreement, dated as of November 22, 2002, as amended by that certain Amendment No. 1 to Asset Purchase Agreement dated as of March 31, 2003 (“**Amendment No. 1**”), and certain other amendments (as so amended, the “**Asset Purchase Agreement**”);

**WHEREAS**, Transferees desire to receive funds from Seller or its successors and assigns and, pursuant to Section 14.3 of the Asset Purchase Agreement and Section 7 of Amendment No. 1, are to execute and deliver this Joinder agreeing to be bound by the provisions in the Asset Purchase Agreement to the same extent as Seller.

**NOW, THEREFORE**, pursuant to the Asset Purchase Agreement and Amendment No. 1 and in consideration of the premises, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1. Each Transferee hereby (i) agrees to be made a party to the Asset Purchase Agreement solely for purposes of assuming the obligations of Seller thereunder and (ii) assumes and consents to be bound by all post-closing terms and conditions of the Asset Purchase Agreement as “**Seller**” (as defined in the Asset Purchase Agreement) to the same extent as, and jointly and severally obligated with, CHG (including without limitation the obligations set forth in Section 12.6 and Article 13); provided that the foregoing agreement, assumption and consent by each Transferee is not intended to, and does not, constitute an assignment of rights of Seller under the Asset Purchase Agreement pursuant to Section 14.3 of the Asset Purchase Agreement and Buyer does not hereby consent to any such assignment. The parties hereto agree that under no circumstances shall CHG be liquidated or dissolved until after the fifth anniversary of the Closing Date. Without limiting the generality of the foregoing, each Transferee agrees to

comply with the provisions of Section 14.3 of the Asset Purchase Agreement as modified by Section 7 of Amendment No. 1, a copy of which is attached hereto.

2. Each Transferee represents and warrants as of the date hereof as follows: (a) such Transferee is a \_\_\_\_\_ duly organized, validly existing and in good standing under the laws of its jurisdiction of organization; (b) such Transferee has all necessary power and authority to execute, deliver and perform its obligations under this Joinder and the Asset Purchase Agreement; (c) the execution, delivery and performance of this Joinder and the Asset Purchase Agreement by such Transferee have been duly and validly authorized by all necessary action on the part of such Transferee; and (d) this Joinder and the Asset Purchase Agreement constitute the legally valid and binding obligation of such Transferee, enforceable against such Transferee in accordance with their terms.

3. Such Transferee has reviewed this Joinder, the Asset Purchase Agreement and Amendment No. 1 in their entirety, and has had an opportunity to obtain the advice of counsel prior to executing this Joinder and fully understands all provisions of this Joinder, the Asset Purchase Agreement and Amendment No. 1.

4. Each party shall be entitled to specific performance of any of the provisions of this Joinder or the Asset Purchase Agreement in addition to any other equitable remedies to which such party may otherwise be entitled as a result of a failure by the other party to comply with its obligations hereunder or thereunder.

**IN WITNESS WHEREOF**, each Transferee has duly executed this Joinder as of the day and year first above written.

[\*KANSAS TRANSFEE NAME\*]

By: \_\_\_\_\_  
Name:  
Title:

[\*MISSOURI TRANSFEE NAME\*]

By: \_\_\_\_\_  
Name:  
Title:

Acknowledged and Agreed as of the date first above written:

HM ACQUISITION, LLC

COMMUNITY HEALTH GROUP

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title: